

# **EXHIBIT A**

## **FOUNDERS AGREEMENT**

This Founders Agreement (“Agreement”) is entered into this 1st day of January 2019 by and among Eric Schiermeyer and True North United Investments, LLC.

The Founders desire to form and operate Blockchain Game Partners, Inc. and several affiliated companies and entities, including but not limited to companies that will (a) develop and hold intellectual property rights and licenses, (b) develop and operate games to be published on a public ledger blockchain, (c) develop and operate a cryptocurrency exchange for the games, (d) sell software and hardware blockchain nodes for the games, (e) host software and hardware nodes, and (e) other affiliated services and products (collectively “BGP Companies”).

The BGP Companies will earn revenue, cryptocurrency, digital assets and rewards, legendary items, hold stock or other equity interests, and other consideration (collectively “Ownership”) from each of the BGP Companies. The parties intend to equitably share and participate in the Ownership derived from the BGP Companies to vest immediately: Eric - 50%; and True North - 50%. The parties agree not to circumvent or compete with the BGP Companies in a manner to earn income, hold ownership, vote, or earn rewards from the services and products of the BGP Companies in a manner to squeeze out or diminish the rights and Ownership of any other party to this Agreement.

Notwithstanding, each party to this Agreement may earn dividends, distributions, salary, compensation or other benefits as a shareholder, owner, director, manager, member, officer, or employee of any of the BGP Companies, which are personal rights and are not subject to be shared with the other parties to this Agreement.


This Agreement may be terminated by mutual consent of all parties. Any party to this Agreement may resign or terminate its affiliation with the BGP Companies at any time, and any vested Ownership shall remain with the party, and all unvested Ownership shall be divided to the remaining parties to this Agreement according to their prorata ownership set forth above.

This Agreement may be amended in writing by signed consent of all parties. No party may assign its rights or obligations without the prior written consent of all parties to this Agreement.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties may agree to first attempt mediation before a single mediator, administered by the International Centre for Dispute Resolution under its mediation rules, to be held in any location agreed to by the parties, or Salt Lake City, Utah, USA.

Notwithstanding the foregoing, each party agrees that it may bring suit in any court of law to enjoin infringement or other misuse of confidential information or intellectual property rights of the BGP Companies or any party. The Parties expressly stipulate that any and all disputes beyond mediation, shall be litigated in the state or federal courts of Salt Lake City, Utah, USA. The Parties consent to personal jurisdiction in those courts. The prevailing party in any court action shall be entitled to costs and reasonable attorneys' fees.

Eric Schiermeyer

By:   
Eric Schiermeyer

True North United Investments, LLC

By:   
Wright W. Thurston, Manager